

Exhibit A

SECTION 21.5

LEGAL ASSISTANCE AND INDEMNIFICATION

In the event any employee covered by this Agreement is sued in any civil proceeding as a result of actions performed by said employee in the performance of his/her duties as an employee of the Cranston Police Department, the City of Cranston agrees to provide such employee with all necessary legal assistance and further agrees to pay any judgment rendered against such employee in any such proceeding; provided, however, that the City shall have the right to deny all or a portion of the benefits under this section if it determines that the employee acted outside the scope of his/her employment.

SECTION 22

GRIEVANCE & ARBITRATION PROCEDURE

- A) Definition/Exclusivity. A grievance is a dispute between the member (or the Union) and the City which involves (1) the application, meaning or interpretation of the express provisions of this Agreement, or, (2) a complaint or allegation that an employee has been treated unfairly or inequitably hereunder, or, (3) a complaint or allegation that a member's health, safety or liability is jeopardized. Notwithstanding the foregoing definition, a member shall not have the right to grieve or arbitrate the imposition of discipline or his dismissal from employment during his probationary period. The procedures set forth in this section shall comprise the sole and exclusive dispute resolution process for a grievance.
- B) Procedural Steps.
- Step 1. Not later than fifteen (15) days, excluding weekends and holidays, after the event giving rise to the grievance, the grievant must submit a written grievance to the union. The Union shall have an additional ten (10) days to investigate and submit the grievance in writing to the Chief of Police, with a copy contemporaneously delivered to the Director of Personnel. The Director of Personnel will immediately deliver a copy of the grievance to the Director of Administration. The Chief of Police or his/her designee shall respond to the Union, in writing, within five (5) days, excluding weekends and holidays, of the receipt of the grievance.
- Step 2. The Director of Administration shall give his/her written answer to the grievance within five (5) business days, excluding weekends and holidays, after receipt of the grievance. Should the Director of Administration fail to respond within the time period set forth herein, the grievance shall be deemed denied.
- C) Written Presentation. Any grievance presented in accordance with the procedures set forth in Paragraph (b) shall include a brief summary of the following: the facts giving rise to the grievance; the provision(s) of the Agreement, if any, alleged to have been violated; the name(s) of the aggrieved member(s); and the remedy sought. A grievance shall be signed and dated by a duly authorized Union representative. The Chief of Police, Director of Personnel or Director of